



**Town of Frederick**  
**Board of Trustees Agenda**  
Frederick Town Hall  
401 Locust Street  
Tuesday, February 10, 2015

**6:30 P.M.**

**Work Session**

Carbon Valley Recreation District

**7:00 P.M.**

**Regular Meeting**

**Call to Order – Roll Call:**

**Pledge of Allegiance:**

**Approval of Agenda:**

**Liquor Licensing Authority:**

1. Frederick Store Retail Liquor Store License Renewal – Kristin Brown, Town Prosecutor
2. Glacier Liquors Retail Liquor Store License Renewal – Kristin Brown, Town Prosecutor

**Special Presentations:**

Frederick Firestone Fire Protection District – Battalion Chief Mike Reasoner

**Public Comment:** This portion of the Agenda is provided to allow members of the audience to provide comments to the Town Board. Please sign in and the Mayor will call you. If your comments or concerns require an action, that item(s) will need to be placed on a later Agenda. Please limit the time of your comments to three (3) minutes.

**Staff Reports:**

- A. Administrative Report – Matt LeCerf, Town Manager
- B. Town Clerk's Report – Meghan Martinez, Town Clerk

**Consent Agenda:** Consent Agenda items are considered to be routine and will be enacted by one motion and vote. There will be no separate discussion of Consent Agenda Items unless a Board member so requests, in which case the item may be removed from the Consent Agenda and considered at the end of the Consent Agenda

**Built on What Matters.**

- C. Approval of January 27, 2015 Minutes – Meghan Martinez, Town Clerk
- D. Resolution 15R5 Adopting a Video Policy for Board of Trustee Meetings – Meghan Martinez, Town Clerk
- E. Ordinance 1192 Amending Section 2-52 and 2-56 Duties of the Town Clerk and Town Treasurer – Meghan Martinez, Town Clerk
- F. Resolution 15R6 Amending Schedule D to the Electrical Distribution System Operations and Maintenance Services Agreement between Ward Electric Company and the Town of Frederick – Matt LeCerf, Town Manager
- G. Resolution 15R7 Accepting the Energy Impact Grant from the State of Colorado Department of Local Affairs for the Godding Hollow/WCR 18 Improvements and Authorizing the Mayor to Execute the Agreement – Matt LeCerf, Town Manager
- H. Grant Application for Flood Repair Projects – Steve Stanish, Stormwater and Transportation Engineer
  - 1. 15R8 Authorizing the Town of Frederick to Request Funding for the Bella Rosa at NoName Creek Drainage Improvement Project through the State of Colorado Development Block Grants Program for Public Facilities and Community Development Projects
  - 2. 15R9 Authorizing the Town of Frederick to Request Funding for the Tipple Parkway Drainage Improvement Project through the State of Colorado Development Block Grants Program for Public Facilities and Community Development Projects
  - 3. 15R10 Authorizing the Town of Frederick to Request Funding for the Countryside Detention Pond Drainage Improvement Project through the State of Colorado Development Block Grants Program for Public Facilities and Community Development Projects

**Action Agenda:**

- I. Consideration of a Contract with CJ Rench and CJR Design Studio for “Caught Up” – Meghan Martinez, Town Clerk

**Discussion Agenda:**

- J. Agreement with Black Fox CMGC, LLC – Matt LeCerf, Town Manager

**Mayor and Trustee Reports:**

**Work Session:** General Discussion



## 4<sup>th</sup> QUARTER SERVICE REPORT October 1 – December 31, 2014

Prepared for: **The Town of Frederick**

**FREDERICK-FIRESTONE  
FIRE PROTECTION DISTRICT**



**Office of the Fire Chief**

Office: (303) 833-2742

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January 13, 2015

Town of Frederick  
401 Locust Street  
Frederick, CO 80530

Mr. LeCerf, Mayor Carey and Honorable Trustees,

In compliance with the District's Inter-Governmental Agreement (IGA) with the Town of Frederick, enclosed is the quarterly service report of our performance during the 4<sup>th</sup> quarter of 2014. The report contains four categories; response times, training hours, code enforcement activities, and customer feedback items.

The response time section contains two reports; total average response time and explanations for response times over seven minutes. The average response time required by the IGA is 5.5 minutes 80% of the time. The District responded to a total of 448 incidents between October 1<sup>st</sup> and December 31<sup>st</sup> 2014, with an average emergency response time of 4.28 minutes. The summary of responses over seven minutes can be found on the "Incident Response Time Overages" report. Please note it is District policy not to respond emergent to routine incidents such as blood draws, agency assist calls, or other non-emergency and non-life threatening situations. For a specific explanation of all overages, please see the report.

The training report is divided into two sections as well; fire & rescue training hours and emergency medical training hours. All training conducted by the District is taught according to State of Colorado Division of Fire Prevention & Control standards which in turn encompass International Fire Services Accreditation Council (IFSAC) and National Fire Protection Association (NFPA) standards. All medical training is approved by the District's Medical Director to meet or exceed Denver Metropolitan Medical Care Protocols. For the 4<sup>th</sup> quarter of 2014, District employees and reserves participated in 486 hours of emergency medical training and 3,259 hours of fire and rescue training.

The Fire Prevention Division completed 39 fire safety inspections, 9 plan reviews, and 3 acceptance tests in the Town of Frederick during the 4<sup>th</sup> quarter of 2014. Additionally, 3 Certificates of Occupancy were issued for: Boulder Marine, Town of Frederick Public Works Building, and Pete's Place. Also, 5 fire safety articles were published in the local newspapers.

The final section contains community feedback measures. The District randomly mails out comment cards to citizens and businesses to which we respond, both for emergencies and inspection activities. The respondents are asked to rate the District's performance on a scale of 1-10; one being the lowest satisfaction rating and ten being the highest. The report contains a summary of the cards mailed out, rate of return and overall performance rating. During the 4<sup>th</sup> quarter of 2014, the District mailed-out 204 emergency response cards and received a rating of 8 or higher on 100% of the cards returned. The District also mailed-out 52 response cards to

businesses receiving an inspection during the 4<sup>th</sup> quarter of 2014. Of those cards returned, 100% had a rating of 9 or higher. In total, the rate of return of all feedback cards was 17%.

In addition to the information provided above, other projects and activities completed in the 4<sup>th</sup> quarter of 2014 included:

- **Facilities**

Repairs to the east and south pad (driveway) at Station 1 were completed on October 9. Next year, we will be completing this project with a repair and resurfacing of the asphalt parking lot at Station 1.

- **Station 4 Lease Renewal**

Staff completed negotiations with the Colorado State Parks on the lease renewal for Station 4. The Agreement had no changes other than effective dates, and the rate of \$250 per month will remain in effect. The addition of this facility until the new location is constructed has contributed greatly to reducing overall response times and improved access to I-25.

- **2015 Budget**

The District's Board of Directors approved the 2015 Budget on December 8, 2014. The Budget represents a balance of expenses and revenues. The final Certification of Assessed Values was received on November 26 and was slightly lower than the Preliminary Certification received in August. The final Gross Assessed Value (including TIF Districts) is \$349,842,930. A copy of the 2015 Budget Message has been included for your review and will be added to the District's Website.

- **Emergency Management & Planning**

- The Carbon Valley Emergency Operations Planning Group (CVEOP) held its monthly meeting on October 16 at the B&E Center. Topics discussed included:

- Danny Knutson with Encana was present at our request to provide a briefing about the hydrochloric acid spill that occurred on October 15. This incident occurred on CR 18 just west of CR 7 near one of Encana's drilling sites. The vehicle hauling the acid was operated by another company. Initial actions by site personnel on scene were incorrect due to lack of training and experience. When Encana emergency management personnel arrived proper protocols and proper use of PPE were enforced. A qualified clean-up company was called in for the decontamination of the road and affected area. Encana debriefed all involved personnel.
- Roy Rudisill mentioned that long range weather forecasts are calling for heavy snow storms this winter; the same weather pattern as seen with summer rains but with cold temperatures.
- Chief Poszywak requested an exercise in November at the Carbon Valley EOC. This will be a winter storm scenario. The date was selected by the group to be Nov. 4<sup>th</sup>.

- The group held a severe winter weather exercise on November 4, simulating a full EOC activation. The exercise lasted from 8:30 am until 12:00 and included an after action review. Items identified for continued improvement include:
  - Future tabletops focusing on forms use
  - Better even briefings among Section Chief positions
  - A revision to the Emergency Operations Plan, eliminating the use of ESF's in favor of Divisions and Groups to keep in line with a more Incident Command posture
  - Addition of process flowcharts for resource ordering and general messages
  - Moving the Infrastructure Branch from Planning to Operations
  - Future classes in ICS 100-200 rather than the online course.

- **Human Resources**

- The Firefighter Heart and Circulatory Malfunction Benefits Bill (SB14-172) was passed by the Colorado legislature earlier this year. SB14-172 applies to all fire departments with one or more full-time firefighters with at least five years of continuous, paid service, including any years of service provided to previous employers. Beginning January 1, 2015, the District must maintain insurance to cover its qualifying full-time paid firefighters in the case of a heart and circulatory malfunction resulting from a work event.
- The following is the current staffing status:

<b>Position</b>	<b>Authorized Number</b>	<b>Actual Number</b>	<b>Vacancies</b>
Fire Chief	1	1	0
Division Chief	2	2	0
Battalion Chief	3	3	0
Station Captain	3	3	0
Training Officer	1	1	0
Community Outreach Specialist	.5	.5	0
Shift Lieutenant	6	6	0
Administrative Manager	1	1	0
Administrative Assistant	1.5	1.5	0
Paramedic/Firefighter	9	9	0
EMT/Firefighter	9	9	0
Temporary Full Time Firefighter	7	7	0
Part Time Firefighter	6	3	3
Reserve Firefighter	15	10	5
<b>Totals</b>	<b>65</b>	<b>57</b>	<b>8</b>

- **Emergency Communications System**

- The Board of County Commissioners (BOCC) has requested a series of meetings with the elected officials of special districts and municipal governments served by the Weld County Regional Communications System. The topic of discussion was focused on the Annual User Fee that each agency pays to Weld County.

The BOCC requested input from the various agencies on how to most effectively distribute the cost of running the dispatch center to all users of the system. The user fee was implemented three years ago as a "Cost Sharing" mechanism for user agencies to contribute to the maintenance and operation of the system (Dispatch Center and tower infrastructure) based on actual usage as defined by number of incidents. The structure of the fee to this point has been essentially \$1.00 for each incident over 1,000. This fee structure expires next year, and there have been hints that new structure will be significantly higher as the BOCC has advertised the County is covering a \$5M shortfall in the operations of the communications center and they have invested over \$18M in the infrastructure of the system. According to the County, it costs \$40.77 to dispatch a fire/EMS incident (\$33.89 for dispatch services and \$6.88 for capital depreciation). If this entire cost was passed through, which the BOCC expressed was not their intent, the District's cost share portion would be \$63,805 per year starting in 2016 and increase roughly 10% per year with call volume

- The FCC issued a report and order eliminating requirements associated with the planned deadline to transition 700 MHz public-safety narrowband systems from 12.5 kHz to 6.25 kHz channels by December 31, 2016, as well as designating some channels in the band for voice communications for current T-Band licensees and other for communications with helicopters and other aircraft. The lifting of this mandate means we will not need to replace all 800MHz communications hardware by 2017 and can return to our regular 10-year life cycle replacement schedule.

Please review the enclosed material at your convenience. If you have any questions or should you need any additional information, please feel free to contact me. As always, if we can do anything to improve our service to the Town, please do not hesitate to let us know.

Respectfully,

*Theodore M. Poszywak*

Theodore M. Poszywak,  
Fire Chief

**SECTION 1**

**RESPONSE TIME SUMMARIES**



## **TOTAL AVERAGE RESPONSE TIME**



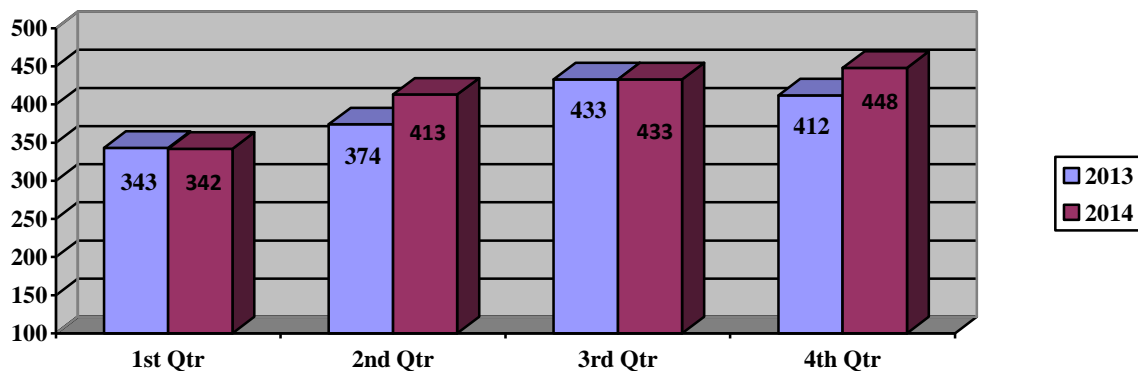
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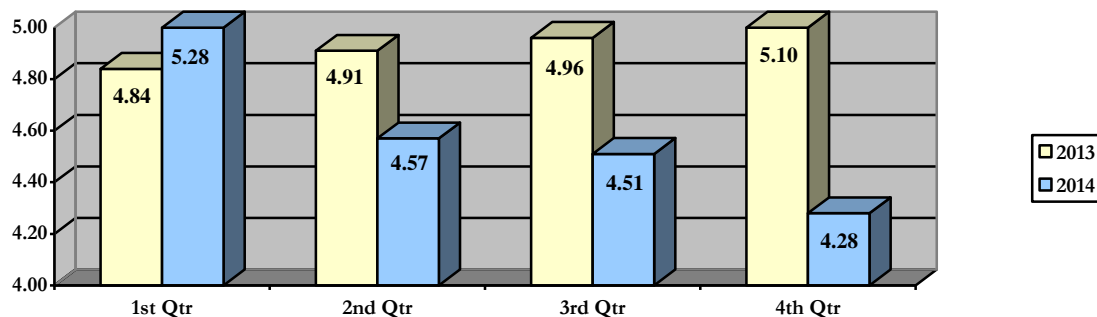
**RESPONSE SUMMARY**  
**October 1<sup>st</sup> – December 31<sup>st</sup> 2014**

	<u><b>2013</b></u>	<u><b>2014</b></u>
Total incidents October – December:	412	448
Total number of non-emergency response calls:	199	221
Total number of emergency response calls:	213	227
Total number of ambulance transports:	195	203
Total number of helicopter transports:	0	0
Average response time for emergency response calls:	5.10 min	4.28 min

**Emergency Response Volume**



**Average Response Time**



## **RESPONSE TIME OVERAGES**

**FREDERICK -FIRESTONE  
FIRE PROTECTION DISTRICT**



**Operations Division**

Office: (303) 833-2742

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E-Mail: [mreasoner@fffd.us](mailto:mreasoner@fffd.us)

**RESPONSE OVERAGES  
October 1<sup>st</sup> – December 31<sup>st</sup> 2014**

INCIDENT #	DATE	ALAR M TIME	RESPONSE MINUTES*	EXPLANATION
<b>Station 1</b>				
1550	12/17/2014	05:08:56	7	Dispatch time stamp error
<b>Station 2</b>				
1220	10/06/2014	21:44:28	8	Edge of response area
1252	10/14/2014	08:58:44	8	Access to incident on I-25
1382	11/11/2014	18:12:53	7	Road / Weather conditions
1448	11/23/2014	17:02:37	7	Access to incident on I-25
1501	12/06/2014	04:52:59	7	Crew switching to other response unit
1539	12/15/2014	06:14:00	7	Edge of response area
1613	12/28/2014	07:51:02	7	Crew switching to other response unit
1623	12/30/2014	06:20:13	7	Access to incident on I-25
1625	12/30/2014	10:43:00	7	Access to incident on I-25
<b>Station 3</b>				
1309	10/24/2014	20:28:50	7	Primary response unit on another incident
1391	11/13/2014	09:54:07	7	Change of incident location
<b>Station 4</b>				
1472	11/29/2014	01:39:57	7	Unlocking security gate

# **SECTION 2**

## **TRAINING SUMMARY**



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## **TRAINING SUMMARY**

**October 1<sup>st</sup> – December 31<sup>st</sup> 2014**

**Total Fire Training Hours October – December: 3,259.5**

**Total EMS Training Hours October – December: 486**

### **Overview of Training Events:**

- Two of the District's shift's completed Flashover Training Simulations at the Fort Lupton Fire Protection District Training Grounds
- The District's Trench Rescue Technicians participated in a Trench Rescue training simulation hosted by Encana Oil
- Division Chief Puccetti and Battalion Chief Reasoner attended a three day Fire Investigator training symposium instructed by the IAAI
- Chief Poszywak attended a week long NIMS Train-The-Trainer course hosted by the Colorado Division of Homeland Security and Emergency Management
- Lieutenant Baxley attended a two day course titled "No Brainer Management" hosted by the Loveland Fire Rescue Authority
- Paramedic/Firefighter Dirstine attended a three day course on Critical Incident Stress Management
- EMT/Firefighter Zaffree attended a two day Instructor Methodology course hosted by South Metro Fire Rescue Authority
- Chief Poszywak, Division Chief Prunk, and Captain Klug conducted an after action review of the flashover training conducted at the Fort Lupton Fire Protection District Training Grounds with Fort Lupton staff
- Division Chief Prunk, Captain Klug, Lieutenant Loveridge, EMT/Firefighter Simpson, and EMT/Firefighter Martin attended an 8-hour "Combat Ready Mindset" class hosted by South Metro Fire Rescue Authority
- All crews completed multi-company drills at the District's training grounds
- All crews completed the District's annual driver safety refresher course, instructed by the District's Safety Committee
- Chief Poszywak, Division Chief Prunk, Division Chief Puccetti, Community Outreach Specialist Stair, and EMT/Firefighter Burns participated in the Carbon Valley EOC drill titled "Operation Snow Day"
- Administrative Manager Ingraham attended two days of training at the annual Colorado Government Finance Officers Association (CGFOA) Conference
- EMT/Firefighter Walker completed the Division of Fire Prevention and Control's Driver/Operator Proctor course
- Crew members completed annual CPR refresher training

- All crews completed an After Action Review of the flashover training classes that were held at the Fort Lupton Fire Training Center
- District HazMat Technicians completed an Oil Well Emergencies training course as part of the Southwest Weld HazMat Training Group
- EMT/Firefighter Garand completed an 80 hour EMT Refresher course
- Captain Boatman completed a Fire and Emergency Services Administration course
- Captain Boatman completed a Structural Engineering and Effect of Fire course

**SECTION 3**

**FIRE PREVENTION SUMMARY**





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## **FIRE PREVENTION SUMMARY October 1<sup>st</sup> – December 31<sup>st</sup> 2014**

### **Fire Safety Inspections Completed**

- Life Safety Inspections – 39 Fire Safety Inspections

### **Certificate of Occupancy Approved**

- Boulder Marine
- Town of Frederick new Public Works Building
- Pete's Place new kitchen hood and fire suppression system

### **Plan Reviews Completed**

- Black Diamond Project – Project Review and Final Approval
- Pete's Kitchen (Papa Franks) - Project Review and Final Approval
- Boulder Marine – Final Inspection and Approval
- Debbie's Café – Food Truck Inspection
- Town of Frederick New Public Works Building – Fire Hydrant Testing
- Town of Frederick New Public Works Building - Final Fire Code Inspection/Testing for Certificate of Occupancy
- North Range Behavioral Health – Completed and Approved Project Review
- Victory Arena Plan Review

### **Special Inspections and Acceptance Testing**

- Pete's Place – Kitchen Hood Acceptance Test and Inspection
- Town of Frederick new Public Works Building – Final Acceptance Testing for life safety systems

### **Fire Investigations**

- Commercial – 0
- Residential – 0
- Other - 0

### **Youth Firesetting Prevention and Intervention Program**

- None

## **Community Outreach Programs:**

**Social Media:** The following information was posted on Facebook, Twitter and on YouTube:

- Posted information on Fire Prevention Week, October Community Safety Day, fire escape plans and the basics on smoke alarms. Shared the Times-Call story on first responders that are family members. Posted information on trainings, which included trench rescue with Encana and Flashover training. Posted Community information on oil wells, an Erie fire we responded to and local traffic accidents and safety. Reminder to change smoke alarm batteries when you change your clocks, 2014 Santa Run information, November district board meeting. Information was posted on the new Weld County public alert system (CodeRED), Thanksgiving cooking safety especially when deep frying a turkey. We also shared Times-Call articles on FHS students involved in the recent suicides and an the article spot lighting Captain Josh Plan on preparing a special meal for the First Responders working on holidays, Santa Run 2014 and information on holiday safety.

## **Monthly Safety Articles**

- October 2014  
Understanding the Basics of Gas Flaring
- November 2014  
Cooking Safety and Change Your Clocks/Change Your Smoke detector Batteries
- December 2014  
Fire Safe Holiday Season and Carbon Monoxide Safety

**SECTION 4**

**FEEDBACK SUMMARY**

**FREDERICK -FIRESTONE  
FIRE PROTECTION DISTRICT**



**Administration**  
Office: (303) 833-2742  
Fax: (303) 833-3736

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**CUSTOMER EVALUATION SUMMARY**  
**October 1<sup>st</sup> – December 31<sup>st</sup> 2014**

	<u>Emergency Incidents</u>	<u>Inspection Activities</u>
Cards Mailed:	204	52
Cards Returned:	36	10

<u>RATINGS OF CARDS RECEIVED:</u>	<u>Emergency Incidents</u>	<u>Inspection Activities</u>
Rating of 10	77.8%	99%
Rating of 9	19.4%	1%
Rating of 8	2.8%	

(Rating Scale: 10 = Excellent / 1 = Poor)



# TOWN OF FREDERICK MEMORANDUM

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TO: Honorable Mayor Tony Carey and Board of Trustees

FROM: Meghan Martinez, Town Clerk

DATE: February 5, 2015

**SUBJECT: Town Clerk Report**

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- *Open Records Requests.* Responded to four open records requests.
- *Staff Wellness Committee.* Participated in first meeting of the staff wellness committee.
- *Community BBQ Tour.* Continued efforts to coordinate BBQ dates with HOAs.
- *Frederick Arts Commission.* Drafted Miners Memorial Wall Application for Engraving. I will be meeting with Mike and Liberta Hattel to complete the article for the Weld County Genealogical Society newsletter.
- *Historic Preservation Commission.* The commission has committed to museum hours for 2015. The museum will be open during Town events such as Frederick in Flight, Miners Day and the Tree Lighting. It will also be opened during the Farmers Market. Hours will be posted on the Town's web site as well as at the museum.
- *Board Calendar.* Began adding training and events for the year to the Board Calendar. Please let me know if you have other items to be added to the calendar.
- *Codification* The Frederick Municipal Code Supplement 34 has been completed and disseminated to all departments that utilize paper code books. The online Frederick Municipal Code (FMC) is current through Ordinance 1185. Uncodified ordinances are available within the online code until such time as they are effective and incorporated within the FMC.
- *Business Licensing.* The following new business licenses were issued:
  - G Daddy's Tattooz 539 Oak Street – Tattoo Shop
  - First Contact Services 541 Oak Street #3 – Marketing and Call Center Services

**Built on What Matters.**



**TOWN OF FREDERICK BOARD OF TRUSTEES**  
**REGULAR BOARD MEETING MINUTES**  
**FREDERICK TOWN HALL, 401 LOCUST STREET**  
**JANUARY 27, 2015**

**Call to Order:** At 7:00 Mayor Carey called the meeting to order and requested roll call.

**Roll Call:** Present were Mayor Carey, Mayor Pro Tem Brown, and Trustees Payne, Schiers, Skates, Burnham and Hudziak. Also present were Town Manager Matt LeCerf, Town Attorney Rick Samson, and Town Clerk Meghan Martinez.

**Pledge of Allegiance:** The Mayor invited everyone to join in the Pledge of Allegiance.

**Approval of Agenda:** There were no changes to agenda as presented.

**Special Presentations:** Town Clerk Meghan Martinez indicated there were no special presentations.

**Public Comment:**

Char Wyatt, 3601 Morningside Circle Frederick, requested that the volume of the microphones be turned up as it was difficult to hear.

Dick Wyatt, 3601 Morningside Circle Frederick, expressed his opposition and concerns regarding the United Power situation. He does not support the proposal.

Carl Brady, 9036 Harlequin Circle Frederick, voiced his concerns regarding the United Power situation.

Dirk Delforge, 3602 Morningside Circle Frederick, discussed his disagreement with the Town calendar and rebranding. He did not agree with the message. Mayor Carey requested staff contact Mr. Delforge to discuss the new brand in further detail.

Scott Jeffrees, 5671 CR 19 Dacono, signed up to speak and will address the board during the public hearing.

**Staff Reports:**

**Administrative Report:** Town Manager Matt LeCerf provided a written report to the Board.

**Town Clerk's Report:** Town Clerk Meghan Martinez provided a written report to the Board. Trustee Schiers inquired into the liquor licensing items on the report. Town Clerk Martinez indicated a current licensee had contacted her regarding a potential sale and information was provided to the licensee. Another licensee has inquired about changing license type to expand their business.

**Built on What Matters.**

**Consent Agenda:** Trustee Skates requested the January 13, 2015 Minutes be considered at the end of the Consent Agenda. Motion by Trustee Burnham and seconded by Trustee Payne to approve the remaining items on the consent agenda:

1. List of Bills
2. Resolution 15R4 Designating the Town of Frederick Comprehensive Plan Map as the 3-Mile Plan

Motion by Trustee Skates and seconded by Mayor Pro Tem Brown to approve the January 13, 2015 Minutes and deleting the Town Attorney's report from the minutes. Upon roll vote, motion passed unanimously.

**Action Agenda:**

**Public Hearing East Highway 52 Annexations 1-3 and Assignment of Zoning:** Planning Director Jennifer Simmons presented the proposed East Highway 52 Annexations 1-3.

At 7:24 Mayor Carey opened the public hearing. The following individuals addressed the Board.

Scott Jeffres, 5671 CR 19 Dacono, Colorado voiced his opposition to the annexation and requested the Board reconsider.

Jim Bushnell, 8501 Highway 52 Ft. Lupton, Colorado expressed concern regarding the annexation. He asked about maintenance of the road. Town Manager Matt LeCerf discussed the responsibilities of CDOT as it pertains to the road.

At 7:30 Mayor Carey closed the public hearing.

Motion by Mayor Pro Tem Brown and seconded by Trustee Skates to approve Resolution 15R3 Adopting Certain Findings of Fact and Conclusions Favorable to the Annexation. Upon roll call vote, motion passed unanimously.

Motion by Trustee Payne and seconded by Trustee Schiers to approve Ordinance 1188 Annexing a Parcel of Land to be known as the East Highway 52 Annexation No. 1. Upon roll call vote, motion passed unanimously.

Motion by Mayor Pro Tem Brown and seconded by Trustee Burnham to approve Ordinance 1189 Annexing a Parcel of Land to be known as the East Highway 52 Annexation No. 2. Upon roll call vote, motion passed unanimously.

Motion by Mayor Pro Tem Brown and seconded by Trustee Hudziak to approve Ordinance 1190 Annexing a Parcel of Land to be known as the East Highway 52 Annexation No. 3. Upon roll call vote, motion passed unanimously.

Motion by Mayor Pro Tem Brown and seconded by Trustee Skates to approve Ordinance 1191 Establishing the Zoning for the East Highway 52 Annexations No. 1, No. 2, and No. 3 to "Mixed Use Highway 52 Commercial." Upon roll call vote, motion passed unanimously.

Consideration of a Request to Amend Ordinance 927 Conditions of Approval: Planning Director Jennifer Simmons presented the request from Jeff Mark to amend the conditions of Ordinance 927.

Jeff Mark 2120 Trail Blazer Way Castle Rock, Colorado requested the condition related to Outlot L.

David Ballard, 18998 Armington Drive El Paso, Texas thanked the Town of Frederick staff for their assistance and also requested the conditions be amended.

Motion by Trustee Payne and seconded by Trustee Schiers to direct staff to cause a public hearing to be scheduled with a proposed ordinance to be considered after said hearing. Upon roll call vote, motion passed unanimously.

The hearing will be scheduled for the February 24, 2015 Board of Trustee Meeting.

Request for Assistance to Demolish the Structure at 206 5<sup>th</sup> Street: Mayor Carey recused himself from this item. Town Manager Matt LeCerf discussed the proposal from Black Fox and introduced Jason Hepp.

Jason Hepp 528 8<sup>th</sup> Street Berthoud, Colorado addressed the board and requested assistance to demolish the structure located at 206 5<sup>th</sup> Street.

Motion by Trustee Burnham and seconded by Trustee Skates to direct staff to pursue an agreement with Jason Hepp demolishing the structure at 206 5<sup>th</sup> Street and bring the agreement back to the board at a later meeting. Upon roll call vote, motion passed unanimously.

### **Discussion Agenda:**

Mayor Carey rejoined the meeting.

Snow Plowing Operations and Snow Removal: Public Works Director Rory Hale discussed the plowing operations within the Town. He provided a written memo to the board. Trustee Payne suggested setting a service expectation.

Issuing New Debt as part of the Refinancing of the Colorado Boulevard Bonds: Town Manager Matt LeCerf presented the options for refinancing. There was discussion regarding the options and the pros and cons of each.

### **Mayor and Trustee Reports:**

Trustee Payne: Nothing at this time.

Trustee Schiers: Thanks to Public Works for the Open House last week. She addressed the public comments related to the proposed utility acquisition. We are still waiting on information that was promised in September. There has been no decision, but the reasons for the exploration come down to good business.

At 8:52 Mayor Carey called for a 5 minute recess.



At 8:57 Mayor Carey called the meeting back to order.

Trustee Schiers continued with her report. She appreciates the comments from the public. They bring up good points and their points are weighed with all the other information as it comes in. All the information has not been received and an informed decision still cannot be made.

Trustee Skates: He echoed the comments of Trustee Schiers related to the Public Works Open House. We can all be very proud of the building.

Trustee Hudziak: She hopes to visit Public Works soon as she missed the open house. She commented on the proposed utility acquisition. She indicated that the Board is doing their due diligence. Until they have the information that they need, they cannot make a decision. They are trying their best for the benefit of the Town. She also addressed a walkway in Moore Farms that is a safety concern. She requested staff look into it.

Trustee Burnham: Nothing at this time.

Mayor Pro Tem Brown: The Public Works Open House was great.

Mayor Carey: He requested Community Relations contact Dirk Delforge to discuss the rebranding. He also requested the Town Clerk put together a posting policy regarding the Board meeting video recordings.

Motion by Mayor Pro Tem Brown and seconded by Trustee Schiers to go into executive session to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest under C.R.S. Section 24-6-402(4)(a). Upon roll call vote, motion passed unanimously.

At 9:17 Mayor Carey recessed the meeting to go into executive session.

At 9:43 Mayor Carey reconvened the meeting.

There being no further business of the Board, Mayor Carey closed the meeting at 9:37 p.m.

ATTEST:

Approved by the Board of Trustees:

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Tony Carey, Mayor

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Meghan C. Martinez, Town Clerk



# TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem  
Rafer Burnham, Trustee  
Fred Skates, Trustee

Amy Schiers, Trustee  
Gavin Payne, Trustee  
Donna Hudziak, Trustee

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## A Resolution of the Town of Frederick, Colorado, Making Video Recordings of Regularly Scheduled Meetings of the Board of Trustees Available for Public Inspection

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**Agenda Date:** Town Board Meeting – February 10, 2015

**Attachments:** a. Resolution 15R5

**Finance Review:**

\_\_\_\_\_  
Finance Director

**Submitted by:**

*Meghan C. Martin*  
\_\_\_\_\_  
Town Clerk

**Approved for Presentation:**

*Matthew S. Ziegler*  
\_\_\_\_\_  
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

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**Summary Statement:**

The proposed resolution would create a policy for the timeframe in which meeting videos are placed on the Town's web site and made available to the public.

**Detail of Issue/Request:**

The Board of Trustees requested that staff bring a recommendation for consideration by the Board regarding the timeframe for the posting of board meeting video recordings. Staff is recommending the Board adopt a resolution setting a policy for the posting time of video recordings. Staff recommends that recordings be posted on the web site for public inspection no later than noon on the Friday immediately following the meeting.

**Legal/Political Considerations:**

The Town Attorney drafted the resolution for consideration.

**Built on What Matters.**

**Alternatives/Options:**

The Board may choose to approve the resolution or not.

**Financial Considerations:**

N/A

**Staff Recommendation:**

Staff recommends approval of the proposed resolution.

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 15-R-5**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,  
MAKING VIDEO RECORDINGS OF REGULARLY SCHEDULED  
MEETINGS OF THE BOARD OF TRUSTEES AVAILABLE FOR PUBLIC  
INSPECTION**

**WHEREAS**, the Town of Frederick video tapes all regularly scheduled meetings of the Board of Trustees; and

**WHEREAS**, these video recordings are made available for public inspection.

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:**

**Section 1.** Video recordings of the regularly scheduled meetings of the Board of Trustees shall be made available for public inspection, no later than noon on Friday following the meeting.

**Section 2.** Video recordings shall be retained pursuant to the Colorado Municipal Records Retention Schedule as may be amended from time to time.

**Section 3. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 4. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

**Section 5. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND SIGNED 10TH DAY OF FEBRUARY,  
2015.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan C. Martinez, Town Clerk

By \_\_\_\_\_  
Tony Carey, Mayor



# TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem  
Rafer Burnham, Trustee  
Fred Skates, Trustee

Amy Schiers, Trustee  
Gavin Payne, Trustee  
Donna Hudziak, Trustee

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## An Ordinance of the Town of Frederick, Colorado, Amending Sections 2-52 and 2-56 of the *Frederick Municipal Code Duties of the Town Clerk and Town Treasurer*

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**Agenda Date:** Town Board Meeting – February 10, 2015

**Attachments:**

1. Redline of Proposed Changes
2. Email from Jill Padbury with CIRSA
3. CIRSA Excess Crime Plan Information
2. Ordinance 1192

**Finance Review:**

\_\_\_\_\_  
Finance Director

**Submitted by:**

Meghan C. Martin  
Town Clerk

**Approved for Presentation:**

Matthew S. Ziegler  
Town Manager

☐ Quasi-Judicial

☒ Legislative

☐ Administrative

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**Summary Statement:**

The proposed change would remove the requirement of a bond for the Town Clerk and Town Treasurer from the Frederick Municipal Code (FMC).

**Detail of Issue/Request:**

The Town carries a general commercial liability policy through Colorado Intergovernmental Risk Sharing Agency (CIRSA) with excess loss provisions that takes the place of bonds with surety for the Town Clerk and Town Treasurer.

Removal of the bond requirement in sections 2-52 and 2-56 would accurately reflect the Town's currently policy with CIRSA.

**Built on What Matters.**

The Board should note that these policies cover not only the Town Clerk and Treasurer but all employees of the Town of Frederick including the Board of Trustees.

Staff requests the Board amend the FMC to reflect the changes in coverage for both the Clerk and Treasurer and remove the bond requirement from the FMC.

**Legal/Political Considerations:**

The Town Attorney drafted and reviewed the proposed ordinance.

**Alternatives/Options:**

The Board may choose to approve the proposed ordinance or not.

**Financial Considerations:**

The purchase of bonds with surety for the Town Clerk and Town Treasurer would be of additional cost to the Town of Frederick.

**Staff Recommendation:**

Staff recommends approval of the proposed ordinance.

**2-52 Town Clerk; salary; bond.**

A Town Clerk shall be appointed within one (1) month after each general municipal election. The Town Clerk shall receive as full compensation for his or her services as such Clerk the sum set by the Town's administrative salary schedule, payable in equal monthly payments. ~~Before entering upon the duties of the office, a surety bond shall be purchased for the Town Clerk, premium to be paid by the Town through its insurance policy, conditioned upon the faithful discharge of his or her duties as Town Clerk and that, If not separately bonded, the Clerk shall be covered under the excess loss provisions in the Town's general commercial liability policy provided by the Town's liability carrier. W~~hen the Clerk leaves office, ~~he or she shall vacate such office,~~ he or she will turn over and deliver to his or her successor all monies, books, papers, property or things belonging to the Town and remaining in his or her hands as Town Clerk. (Ord. 1002, § 2, 2009)

**2-56 Town Treasurer; salary; bond.**

A Town Treasurer shall be appointed one (1) month after the general municipal election. ~~Before entering upon the duties of his or her office, a surety bond shall be purchased for the Town Treasurer, premium to be paid by the Town through its insurance policy, conditioned upon the faithful discharge of his or her duties as Treasurer and that If not separately bonded, the Treasurer shall be covered under the excess loss provisions in the Town's general commercial liability policy provided by the Town's liability carrier. W~~hen ~~he or she shall vacate such office~~the Treasurer leaves office, he or she will turn over and deliver to his or her successor all monies, books, papers, property or things belonging to the Town and remaining in his or her charge as such Treasurer. (Ord. 1021 §2, 2009)

## Meghan Martinez

---

**Subject:** RE: Crime Coverage information

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**From:** Jill Padbury [<mailto:JillP@cirsa.org>]  
**Sent:** Wednesday, February 04, 2015 5:43 PM  
**To:** Lauren Mueller  
**Subject:** Crime Coverage information

Lauren,

Per our conversation, here is the information on the crime program that I think will help you explain this coverage.

2015 Excess Crime Plan Information outlines each of the coverages that are included in the Crime Coverage.

It appears that you are mostly interested in the Employee Dishonesty including Faithful Performance of Duties coverage, which is basically, "Loss or damage to money, securities, and property other than money and securities resulting directly from a dishonest act committed by an employee or from the failure of an employee to perform duties faithfully or account for monies and property received." Note definition of employee below.

The definition of an "employee" for purposes of the Crime Coverage (Coverage Part II) is different than the definition for the property coverage. With regards to the Crime Coverage, an "employee" is defined as:

- 1) Any natural person:
  - a) While in your service, including council and board members, and for 30 days after termination of service; and
  - b) Whom you compensate directly by salary, wages, or commissions; and
  - c) Whom you have the right to direct and control while performing services for you; or
- 2) Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises." But "employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor, or representative of the same general contractor.

This definition can be found in the Property & Crime Policy under POLICY DEFINITIONS, 7.b. on page 4 of 29.

The COVERAGE FOR CRIME (COVERAGE PART II) begins on page 25 of 29 of the Property & Crime Policy.

Lauren, I hope this helps and is what you are looking for. If it isn't, let me know and I will work on it.



**Jill Padbury, Underwriting Manager**

303.757.5475  
800.228.7136  
FAX: 303.757.8950  
[www.cirsa.org](http://www.cirsa.org)

YouTube | Blogger



**2015 EXCESS CRIME COVERAGE PLAN (Optional)**

Coverage: Employee Dishonesty including Faithful Performance of Duties Coverage, Money and Securities (Loss Inside/Outside the Premises) Coverage, Forgery or Alteration Coverage, Computer Fraud Coverage and Money Orders and Counterfeit Paper Currency Coverage.

Limits: Members have the option of selecting limits of \$500,000 per occurrence, \$2,000,000 per occurrence, or \$5,000,000 per occurrence.\*

*\* Non-municipal members will not receive a quote for the \$500,000 limit because the premium is the same as the \$2,000,000 limit.*

Employee Dishonesty including Faithful Performance of Duties: Loss or damage to money, securities, and property other than money and securities resulting directly from a dishonest act committed by an employee or from the failure of an employee to perform duties faithfully or account for monies and property received.

Loss Inside Premises: Loss of money or securities or property other than money or securities from theft, disappearance, robbery or destruction within the entity's premises or banking premises.

Loss of, and loss from damage to, a locked safe, vault, cash register, cash box, or cash drawer located in the premises resulting directly from an actual or attempted theft of or unlawful entry into those containers.

Loss from damage to any of the premises or its exterior resulting directly from an actual or attempted theft of money or securities.

Loss Outside Premises: Loss of money and securities of the entity from theft, disappearance, robbery or destruction outside the premises in the care and custody of a messenger, custodian, or any armored vehicle company.

Forgery or Alteration: Loss resulting from forgery or alteration of any checks, drafts, promissory notes, or similar written promises, orders or directions to pay a certain sum in money.

Computer Fraud: The theft of money and securities following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the entity's premises to a person or place outside the premises.

Money Orders/  
Counterfeit  
Paper Currency: Loss due to nonpayment upon presentation of any money order issued by any post office or express company which the entity accepted in good faith in exchange for merchandise, money or services.

Loss due to the entity's good faith acceptance of counterfeit United States currency, during the regular course of business.

Claims: Chartis is handling the processing of claims. Claims should be reported in one of the following manners:

Send Notification of Loss in a formal letter indicating the Who, What, When and Where of the claim to:

Mail: National Union/Chartis  
175 Water Street  
New York, NY 10036  
Phone: (212) 458-1050  
Fax: (212) 458-1048

This information is provided only as a general summary of the coverages that apply or are available to CIRSA members. All coverages are governed by the terms, conditions, exclusions, and limits stated in the applicable coverage documents. **This summary should not be relied on as a substitute for review of those documents.**

**TOWN OF FREDERICK, COLORADO  
ORDINANCE NO. 1192**

**AN ORDINANCE OF THE TOWN OF FREDERICK, COLORADO, AMENDING  
SECTIONS 2-52 AND 2-56 OF THE *FREDERICK MUNICIPAL CODE* DUTIES  
OF THE TOWN CLERK AND TOWN TREASURER**

**WHEREAS**, C.R.S. §31-4-303 provides that the Board of Trustees may require a bond for the Town Clerk and the Town Treasurer; and

**WHEREAS**, the Frederick Municipal Code requires a bond with surety for both positions; and

**WHEREAS**, the Town no longer provides bonds with sureties and has replaced them with excess loss provisions in the Town's general commercial liability policy.

**BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:**

**Section 1.** Section 2-52 of the *Frederick Municipal Code* is hereby repealed in its entirety and re-enacted to read as follows:

**Sec. 2-52. Town Clerk; salary.**

A Town Clerk shall be appointed within one (1) month after each general municipal election. The Town Clerk shall receive as full compensation for his or her services as such Clerk the sum set by the Town's administrative salary schedule, payable in equal monthly payments. If not separately bonded, the Clerk shall be covered under the excess loss provisions in the Town's general commercial liability policy provided by the Town's liability carrier. When the Clerk leaves office, he or she will turn over and deliver to his or her successor all monies, books, papers, property or things belonging to the Town and remaining in his or her hands as Town Clerk.

**Section 2.** Section 2-56 of the *Frederick Municipal Code* is hereby repealed in its entirety and re-enacted to read as follows:

**Sec. 2-56. Town Treasurer; salary.**

A Town Treasurer shall be appointed one (1) month after the general municipal election. If not separately bonded, the Treasurer shall be covered under the excess loss provisions in the Town's general commercial liability policy provided by the Town's liability carrier. When the Treasurer leaves office, he or she will turn over and deliver to his or her successor all monies, books, papers, property or things belonging to the Town and remaining in his or her charge as such Treasurer.

**Section 3. Effective Date.** This ordinance shall be published and become effective as

provided by law.

**Section 4. Severability.** If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of the ordinance. The Town Board hereby declares that it would have passed the ordinance including each part, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more parts, sections, subsections, sentence, clauses or phrases are declared invalid.

**Section 4. Repealer.** All ordinances or resolutions and motions of the Board of Trustees of the Town of Frederick or parts thereof, in conflict with this ordinance are to the extent of such conflict hereby superseded and repealed, provided that such repealer shall not repeal the repealer clauses of such ordinance, resolution or motion, nor revive any ordinance, resolution or motion thereby.

**INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED THIS 10TH DAY OF FEBRUARY, 2015.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan C. Martinez, Town Clerk

By \_\_\_\_\_  
Tony Carey, Mayor



# TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Laura Brown, Mayor Pro Tem  
Rafer Burnham, Trustee  
Fred Skates, Trustee

Tony Carey, Mayor

Amy Schiers, Trustee  
Gavin Payne, Trustee  
Donna Hudziak, Trustee

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## A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, AMENDING SCHEDULE D TO THE ELECTRICAL DISTRIBUTION SYSTEM OPERATION AND MAINTENANCE SERVICES AGREEMENT BETWEEN WARD ELECTRIC COMPANY, INC. AND TOWN OF FREDERICK, COLORADO

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**Agenda Date:** Town Board Meeting - February 10, 2015

**Attachments:** a. Resolution 15R6


**Finance Review:**

\_\_\_\_\_  
Finance Director

**Submitted by:**

  
\_\_\_\_\_  
Town Manager

**Approved for Presentation:**

  
\_\_\_\_\_  
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

---

**Summary Statement:**

Approval of the resolution will amend the contract between the Town of Frederick and Ward Electric Company for the 2015 calendar year for Operation & Maintenance Time and Equipment Costs.

**Detail of Issue/Request:**

The Town of Frederick has completed its first year with Ward Electric Company as our contracted O & M provider. The O & M services they provide are no different than any other electric utility and the way the contract is structured as part of the existing agreement is as a time and material/equipment contract based on work performed. This is different versus other contracts we've had historically and others that exist. Those varieties include a total cost not to exceed or other contract cost methods such as lump sums and other socialize methodologies. As part of the agreement that we have with Ward Electric Company increases are permitted as part of the compensation agreement under the contract.

**Built on What Matters.**

Accordingly and per contractual obligations the request is for a 2% increase of personnel and equipment. A schedule showing current rates and the new rates is enclosed with the resolution for consideration as Schedule D of the resolution.

**Legal/Political Considerations:**

**Alternatives/Options:**

- The Board could consider a new contract with a different entity
- The Board can direct the Town Manager to negotiate other terms on the existing O & M contract.

**Financial Considerations:**

The budget has included O & M services for 2015, less than those expended historically in years prior to 2014.

**Staff Recommendation:**

The staff recommends approval of the resolution amending the O & M services contract with Ward Electric Company.

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 15-R-6**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, AMENDING  
SCHEDULE D TO THE ELECTRICAL DISTRIBUTION SYSTEM OPERATION AND  
MAINTENANCE SERVICES AGREEMENT BETWEEN WARD ELECTRIC  
COMPANY, INC. AND TOWN OF FREDERICK, COLORADO**

**WHEREAS**, the Town of Frederick adopted an Electrical Distribution System Operations and Maintenance Services Agreement with Ward Electric Company, Inc. to be effective on December 31, 2013; and

**WHEREAS**, Article II, Section 2 of the Agreement allows Ward to adjust the hourly rates in January of each year; and

**WHEREAS**, the rates are established on SCHEDULE D of the Agreement; and

**WHEREAS**, there is a need to add another position and corresponding rate to SCHEDULE D.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF FREDERICK, WELD COUNTY, COLORADO THAT;**

**Section 1.** The Board of Trustees approves the attached and revised SCHEDULE D to the ELECTRICAL DISTRIBUTION SYSTEM OPERATION AND MAINTENANCE SERVICES AGREEMENT with Ward Electric Company, Inc.

**Section 2. Effective Date.** This resolution shall become effective immediately.

**Section 3. Repealer.** All resolutions or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

**Section 4. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 10<sup>th</sup> DAY OF FEBRUARY, 2015.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan C. Martinez, Town Clerk

By \_\_\_\_\_  
Tony Carey, Mayor

## SCHEDULE D

## Ward Electric Company, Inc

**TIME & EQUIPMENT RATES**  
**Town of Frederick 2015**

DESCRIPTION (Labor, Equipment or Activity)	Straight Time - 2014	Straight Time - 2015	Overtime	Overtime - 2015	Double	Double - 2015
<b>Labor Rates (Hourly)</b>						
Engineer	\$ 118.25	\$ 120.62	\$ 163.18	\$ 166.44	\$ 210.48	\$ 214.69
Engineering Aid		\$ 67.88		\$ 93.67		\$ 120.83
General Foreman	\$ 108.77	\$ 110.95	\$ 150.85	\$ 153.87	\$ 193.26	\$ 197.13
Foreman	\$ 104.07	\$ 106.15	\$ 144.10	\$ 146.98	\$ 185.58	\$ 189.29
Lineman	\$ 91.60	\$ 93.43	\$ 128.64	\$ 131.21	\$ 168.32	\$ 171.69
Cable Splicer	\$ 91.60	\$ 93.43	\$ 125.64	\$ 128.15	\$ 168.32	\$ 171.69
Lead Operator	\$ 73.94	\$ 75.42	\$ 98.62	\$ 100.59	\$ 123.30	\$ 125.77
Operator/Fitter	\$ 70.29	\$ 71.70	\$ 94.97	\$ 96.87	\$ 119.64	\$ 122.03
CDL Groundman	\$ 55.19	\$ 56.29	\$ 76.03	\$ 77.55	\$ 109.47	\$ 111.66
Groundman	\$ 40.45	\$ 41.26	\$ 55.33	\$ 56.44	\$ 70.21	\$ 71.61
Secretary	\$ 47.47	\$ 48.42	\$ 64.30	\$ 65.59	\$ 80.57	\$ 82.18
Apprentice 1st Period	\$ 61.64	\$ 62.87	\$ 85.33	\$ 87.04	\$ 119.46	\$ 121.85
Apprentice 2nd Period	\$ 69.86	\$ 71.26	\$ 97.20	\$ 99.14	\$ 133.74	\$ 136.41
Apprentice 3rd Period	\$ 72.33	\$ 73.78	\$ 100.76	\$ 102.78	\$ 137.32	\$ 140.07
Apprentice 4th Period	\$ 74.79	\$ 76.29	\$ 104.32	\$ 106.41	\$ 140.90	\$ 143.72
Apprentice 5th Period	\$ 77.28	\$ 78.83	\$ 107.90	\$ 110.06	\$ 144.53	\$ 147.42
Apprentice 6th Period	\$ 79.75	\$ 81.35	\$ 111.16	\$ 113.38	\$ 148.11	\$ 151.07
Apprentice 7th Period	\$ 82.21	\$ 83.85	\$ 115.02	\$ 117.32	\$ 151.70	\$ 154.73



	<b>Straight Time - 2014</b>	<b>Straight Time - 2015</b>				
<b><u>Equipment Rates (Hourly)</u></b>						
Pickup Truck	\$ 13.46	\$ 13.73				
Bucket Truck	\$ 29.90	\$ 30.50				
Bucket Truck, Single Man, 29 ft.	\$ 25.30	\$ 25.81				
Boom Truck	\$ 26.45	\$ 26.98				
Digger Derrick	\$ 32.20	\$ 32.84				
Backhoe	\$ 31.34	\$ 31.97				
Skidsteer	\$ 14.26	\$ 14.55				
Trencher	\$ 21.74	\$ 22.17				
Terminating Van	\$ 17.25	\$ 17.60				
Dump Truck, Tandem Axle	\$ 23.29	\$ 23.76				
Equipment Trailer with wire rack	\$ 7.48	\$ 7.63				
Reel Trailer	\$ 7.48	\$ 7.63				
Pole Trailer	\$ 7.48	\$ 7.63				
Compactor, Sheepsfoot or Hydral	\$ 11.39	\$ 11.62				
Air Compressor	\$ 15.53	\$ 15.84				
Crawler	\$ 33.35	\$ 34.02				
Wire Puller	\$ 27.60	\$ 28.15				
Wire Tensioner	\$ 7.48	\$ 7.63				
Wire Truck	\$ 20.93	\$ 21.35				
Water Truck	\$ 18.98	\$ 19.36				
Pothole Rig	\$ 23.00	\$ 23.46				
Fault Finding Equipment with Van	\$ 25.30	\$ 25.81				
5th Wheel Trailer Tractor with Lowboy Trailer, including Operator (Hourly)	\$ 112.79	\$ 115.05				

### Working hours

Ward Electric's work schedule will be Monday through Friday 8 hour days

Overtime rates will apply after 8 hours of work, with double time pay

on any holiday, Sundays, or anytime after 16 hours. All employees

must get 8 hours off between shifts

Mininum call out charge would be 2 hours



# TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Laura Brown, Mayor Pro Tem  
Rafer Burnham, Trustee  
Fred Skates, Trustee

Tony Carey, Mayor

Amy Schiers, Trustee  
Gavin Payne, Trustee  
Donna Hudziak, Trustee

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## A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, ACCEPTING THE ENERGY IMPACT GRANT FROM THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR THE GODDING HOLLOW/WCR 18 IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

---

**Agenda Date:** Town Board Meeting - February 10, 2015

**Attachments:** a. Resolution 15-R-7

**Finance Review:**

\_\_\_\_\_  
Finance Director

**Submitted by:**

  
\_\_\_\_\_  
Town Manager

**Approved for Presentation:**

  
\_\_\_\_\_  
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

---

**Summary Statement:**

The resolution attached will authorize the Mayor to sign the grant contract agreements for the Godding Hollow Parkway Improvements from Colorado Boulevard to the East Frontage Road between the Colorado Department of Local Affairs (DOLA) and the Town.

**Detail of Issue/Request:**

In October 2014, the Town submitted a grant application for improvements to Godding Hollow Parkway between Colorado Boulevard and the East Frontage Road. In December, we were notified of a successful application for a grant totaling \$1,282,885 to complete the project totaling \$2,565,770. The project will accommodate growth in the area, but more importantly, improve both safety of the roadway and drainage in the corridor. Necessary improvements will bring Godding Hollow Parkway/WCR 18 to an interim configuration consisting of one (1) through traffic lane in each direction, one (1) dedicated left turn lane, and right turn accel/decel lanes where required. Upgrading of the drainage infrastructure

**Built on What Matters.**

will include permanent repair of the area including but not limited to the destruction caused by the floods of September 2013.

We plan to bid this project not later than February 16, 2015 and to have construction underway in March or April. The project will last approximately 9-12 month and will require extensive communication to businesses and residents during the time to ensure that the impact is minimal, especially considering the outcomes that will result.

**Legal/Political Considerations:**

The Town Attorney has reviewed the documents and submitted the resolution for consideration.

**Alternatives/Options:**

None are suggested - this grant helps achieve the primary goal of the Board and the Community.

**Financial Considerations:**

Funds to match this grant have been budgeted and approved in FY 2015.

**Staff Recommendation:**

The staff recommends approval of the resolution authorizing the Mayor to sign all contractual documents related to this grant.



**COLORADO**  
Department of Local Affairs  
Division of Local Government

February 3, 2015

Tony Carey, Mayor  
Town of Frederick  
P. O. Box 435  
Frederick, Colorado 80530

RE: EIAF 7600 - Frederick Godding Hollow/WCR 18 Improvements

Dear Mayor Carey:

Attached is the grant contract packet for the above-referenced Energy Impact Assistance Fund project. If the contract is satisfactory as written, please print and execute three (3) originals of the contract, signed and dated by an authorized signator (original signatures only; no photocopies, stamped or e-signatures). Please note that an authorized signator is a County Chief Elected Official, City/Town Mayor, or District Board President. If any other individual should sign this contract, you must provide a letter from the Chief Elected Official documenting the specific individual's delegated authority to sign.

**The following five (5) documents comprise the complete contract packet. Please note which documents are required to be returned to the State for final execution.**

1. Grant Agreement (return 3, each must have original signature by Authorized Official - no photocopies)
2. Exhibit A - Applicable Laws (return 1)
3. Exhibit B - Scope of Project (return 1)
4. Exhibit E - Project Performance Plan (return 1)
5. Exhibit G - Form of Option Letter (return 1)

**Please send these documents along with the return routing memo (see below) to:**

Department of Local Affairs  
ATTENTION: Diane Von Dollen  
1313 Sherman Street, Room 521  
Denver, CO 80203

If you have any questions, please call Don Sandoval (970) 679-4501 or me at (303) 864-7731.

Sincerely,

Beth Lipscomb  
Contracts Specialist  
Department of Local Affairs

Enclosures



RETURN ROUTING MEMORANDUM

---

**TO:** Diane Von Dollen

**THROUGH:** Richard Leffler, Engineering & Utilities Director, Town of Frederick

**FROM:** Beth Lipscomb

**DATE:** February 3, 2015

**RE:** Contract Approvals

---

FOR FINAL APPROVAL ROUTING (3 COPIES ENCLOSED):

RE: EIAF 7600 - Frederick Godding Hollow/WCR 18 Improvements

  √   Contractor's Federal I.D.# on file with Accounting

       Form sent to Contractor to complete

Don Sandoval, DOLA Regional Manager



## GRANT AGREEMENT

Between

STATE OF COLORADO  
DEPARTMENT OF LOCAL AFFAIRS

And

TOWN OF FREDERICK

### Summary

Award Amount: \$1,282,885.00

**Identification #s:**

Encumbrance #: F15S7600 (*DOLA's primary identification #*)  
Contract Management System #: 76682 (*State of Colorado's tracking #*)

**Project Information:**

Project/Award Number: EIAF 7600  
Project Name: Frederick Godding Hollow/WCR 18 Improvements  
Performance Period: Start Date: \_\_\_\_\_ End Date: 06/30/16  
Brief Description of Project / Assistance: The Project consists of the construction of roadway and drainage improvements to Godding Hollow Parkway between the East I-25 Frontage Road and Colorado Boulevard.

**Program & Funding Information:**

Program Name: Energy & Mineral Impact Assistance Fund  
Funding source: State Funds  
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A  
Funding Account Codes: 152 FBA0 127 5110  
\_\_\_\_\_

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FORM 1 – RESERVED.	

### 1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the **TOWN OF FREDERICK** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

### 2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

A. ☒ The Effective Date.

B. ☐ The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.

C. ☐ insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

### 3. RECITALS

#### A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

#### B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

#### C. Purpose

The purpose of this Grant is described in **Exhibit B**.

#### D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### 4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

#### A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

#### B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

#### C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6** and **Exhibit B**.

#### D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

#### E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

#### F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

#### G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

#### H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

#### I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

#### J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in **§2** above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.



**K. Project**

“Project” means the overall project described in **Exhibit B**, which includes the Work.

**L. Project Closeout**

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

**M. Program**

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

**N. Review**

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

**O. Services**

“Services” means the required services to be performed by Grantee pursuant to this Grant.

**P. Status Report(s)**

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

**Q. Subcontractor**

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

**R. Subgrantee**

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

**S. Subject Property**

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

**T. Substantial Progress in the Work**

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

**U. Work**

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

**V. Work Product**

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM**

**A. Initial Term-Work Commencement**

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **June 30, 2016** unless sooner terminated or further extended as specified elsewhere herein.

**B. Two Month Extension**

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

## 6. STATEMENT OF WORK

### A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

### B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

### C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

## 7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

### A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$1,282,885.00 (ONE MILLION TWO HUNDRED EIGHTY TWO THOUSAND EIGHT HUNDRED EIGHTY FIVE and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

### B. Payment

#### i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

#### ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

#### iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

#### iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

### C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

**i. Budget Line Item Adjustments.**

Modifications to uses of such Grant Funds shall be made in accordance with **§4.4 of Exhibit B**. For line item adjustments over 10% but less than 24.99% (a “**Minor Line Item Adjustment**”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit G** (each an “**Option Letter**”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**ii. Overall Budget Adjustments.**

Modifications to the overall Budget shall be made in accordance with **§4.5 of Exhibit B**. For overall Budget adjustments less than 24.99% (a “**Minor Budget Adjustment**”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**iii. Setting Final Initial Budget.**

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with **§4.5.1.1 of Exhibit B**. If such True-up Budget Proposal (as such term is defined in **§4.5.1.1 of Exhibit B**) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**D. Matching/Leveraged Funds**

Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

**8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

**A. Performance, Progress, Personnel, and Funds**

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B**.

**B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

**C. Performance Outside the State of Colorado and/or the United States**

*[Not applicable if Grant Funds include any federal funds]* Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

**D. Noncompliance**

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

**E. Subgrants/Subcontracts**

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

## **9. GRANTEE RECORDS**

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

### **A. Maintenance**

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

### **B. Inspection**

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

### **C. Monitoring**

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

### **D. Final Audit Report**

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

## **10. CONFIDENTIAL INFORMATION-STATE RECORDS**

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

### **A. Confidentiality**

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

### **B. Notification**

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

**C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

**11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

**12. REPRESENTATIONS AND WARRANTIES**

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

**A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

**B. Legal Authority – Grantee and Grantee's Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

**C. Licenses, Permits, Etc.**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.



### 13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

#### A. Grantee

##### i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

##### ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

#### B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

##### i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

##### ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

##### iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

##### iv. Malpractice/Professional Liability Insurance

This section ☒ shall | ☐ shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

##### v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

**vi. Property Insurance**

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

**vii. Flood Insurance**

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

**viii. Builder’s Risk Insurance**

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder’s risk “all-risk” or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee’s, Subgrantee’s and Subcontractor’s services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

**ix. Pollution Liability Insurance**

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

**C. Miscellaneous Insurance Provisions**

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors.
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee.
- iv. Additional Insured**  
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**  
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**  
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**  
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**D. Certificates**

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

**14. BREACH**

**A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.



## **B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

## **15. REMEDIES**

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

### **A. Termination for Cause and/or Breach**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

#### **i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

#### **ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

#### **iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

## **B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

**i. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

**ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

**iii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**C. Termination for No Substantial Progress in the Work**

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

**D. Remedies Not Involving Termination**

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**i. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**ii. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

**iii. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**iv. Removal**

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

**v. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the State or Grantee the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Chantal Unfug, Division Director  
Division of Local Government  
Colorado Department of Local Affairs  
1313 Sherman Street, Room 521  
Denver, Colorado 80203  
Email: [chantal.unfug@state.co.us](mailto:chantal.unfug@state.co.us)

**B. Grantee:**

Tony Carey, Mayor  
Town of Frederick  
P. O. Box 435  
Frederick, Colorado 80530  
Email: [tcarey@frederickco.gov](mailto:tcarey@frederickco.gov)

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

This section ☐ shall | ☒ shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

## 18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

## 19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

## 20. RESTRICTION ON PUBLIC BENEFITS

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
  - i. That he or she is a United States citizen or legal permanent resident; or
  - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

## **21. GENERAL PROVISIONS**

### **A. Assignment and Subgrants**

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

### **B. Binding Effect**

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### **C. Captions**

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### **D. Counterparts**

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### **E. Entire Understanding**

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

### **F. Indemnification-General**

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

### **G. Jurisdiction and Venue**

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### **H. List of Selected Applicable Laws**

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

### **I. Use Covenants**

This section ☐ shall | ☒ shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

### **J. Modification**

#### **i. By the Parties**

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -



**TOOLS AND FORMS.** Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

**a) Approval by Division Director**

The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.

**b) Approval by DOLA Controller**

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

**ii. By Operation of Law**

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

**K. Order of Precedence**

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

**L. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**M. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

**N. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

**O. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**P. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**Q. CORA Disclosure**

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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## **22. COLORADO SPECIAL PROVISIONS**

### **A. The Special Provisions apply to all Grants except where noted in *italics*.**

#### **i. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

#### **ii. FUND AVAILABILITY. CRS §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

#### **iii. GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

#### **iv. INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

#### **v. COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

#### **vi. CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

#### **vii. BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

#### **viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without



limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

*[Not applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

**xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

**\* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p><b>GRANTEE</b> <b>TOWN OF FREDERICK</b></p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> <b>DEPARTMENT OF LOCAL AFFAIRS</b></p> <p>By: _____ Reeves Brown, Executive Director</p> <p>Date: _____</p> <p><b>PRE-APPROVED FORM CONTRACT REVIEWER</b></p> <p>By: _____ Bret Hillberry, State Grants Program Manager</p> <p>Date: _____</p>
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**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.**

<p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA</b></p> <p>By: _____ Yingtse Cha, Controller Delegate</p> <p>Date: _____</p>
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## **EXHIBIT A – APPLICABLE LAWS**

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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## EXHIBIT B – SCOPE OF PROJECT (SOP)

### 1. PURPOSE

**1.1. Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

### 2. DESCRIPTION OF THE PROJECT(S) AND WORK.

**2.1. Project Description.** The Project consists of the construction of roadway and drainage improvements to Godding Hollow Parkway between the East I-25 Frontage Road and Colorado Boulevard.

**2.2. Work Description.** The Town of Frederick (Grantee) will contract for the construction of roadway improvements to Godding Hollow Parkway consisting of paving and drainage elements. Improvements to the roadway will include constructing one (1) through traffic lane in each direction, one (1) dedicated left turn lane, and right turn acceleration/deceleration lanes where required. The Grantee will own all improvements and, in accordance with §9 below, a contractor will be hired to complete the Work.

**2.3. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.3.1.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

**2.5. Eligible Expenses.** Eligible expenses shall include: materials, labor, testing, construction supervision and other construction related elements of the roadway improvements. Any design costs will be the sole responsibility of the Grantee. The Grantee will be solely responsible for all expenses above and beyond the EIAF grant award.

**2.6. Cost Savings.** Cost Savings derived while completing the Project shall be:

**2.6.1.** ☒ split on a pro-rata basis between the State and Grantee

**2.6.2.** ☐ returned to the State

### 3. DEFINITIONS

**3.1.** “Cost Savings” means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee’s matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

**3.2.** “Cumulative Budgetary Line Item Changes” means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

**3.3.** Project Budget Line items.

**3.3.1.** “Architectural/Engineering Services” means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney’s fees.

**3.3.2.** “Construction/Improvement of Public Roadways” means labor and materials costs, bond and insurance costs, bid advertisements, attorney’s fees, and right-of-way acquisition costs.

**3.4.** “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

#### 4. DELIVERABLES

**4.1. Outcome.** The final outcome of this Grant is completion of roadway and drainage improvements to Godding Hollow Parkway, between the East I-25 Frontage Road and Colorado Boulevard, including construction of dedicated turn lanes to enhance driver safety.

**4.2. Service Area.** The performance of the Work described within this Grant shall be located in Frederick, Colorado.

**4.3. Performance Measures.** Grantee shall comply with the performance measures detailed in **Exhibit E**.

**4.4. Budget Line Item Adjustments.** Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

**4.4.1.** Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

**4.4.2.** All changes to individual budget lines amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

**4.4.3.** All changes to individual budget lines amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

**4.4.4. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

#### **4.5. Overall Budget Adjustments.**

**4.5.1.** All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

**4.5.1.1. Exception for Setting Final Initial Budget.** Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up

Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.

**4.5.2.** All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

**4.5.3. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this **§4.5** (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

**4.6. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

**4.7. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

## **5. PERSONNEL**

**5.1. Replacement.** Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with **§16** of the Grant.

**5.2. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of **Richard Leffler, Engineering & Utilities Director** ([rleffler@frederickco.gov](mailto:rleffler@frederickco.gov)), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in **§5.1**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

**5.3. Other Key Personnel:** **Matt LeCerf, Town Manager** ([mlecerf@frederickco.gov](mailto:mlecerf@frederickco.gov)). Such key personnel shall be updated through the approval process in **§5.1**.

## **6. FUNDING**

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of **§6.2**, Budget, below.



**6.1. Matching Funds.** Grantee shall provide the required (*see checked item*) ☒ Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

**6.2. Budget**

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Architectural/Engineering Services	\$134,000	\$0	\$134,000	Grantee
Construction/Improvement of Public Roadways	\$2,431,770	\$1,282,885	\$1,148,885	Grantee
<b>Total</b>	<b>\$2,565,770</b>	<b>\$1,282,885</b>	<b>\$1,282,885</b>	

**7. PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$1,218,741	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$64,144	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>	<b>\$1,282,885</b>	

**7.2. Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

Town of Frederick P. O. Box 435 Frederick, Colorado 80530
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**7.3. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

**8. ADMINISTRATIVE REQUIREMENTS**

**8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this **Exhibit B**.

**8.1.2. Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

**8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

**8.2.1.Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

**8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

**8.3.1.Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**8.3.2.Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**8.3.3.Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

**8.3.4.Substitution.** The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

**9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

**9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

**9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

**9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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## EXHIBIT E – PROJECT PERFORMANCE PLAN

<b>Funding:</b> EIAF	<b>Name of Grantee</b> Town of Frederick	
<b>Project Number:</b> 7600	<b>Name of Project</b> Godding Hollow/WCR 18 Improvements	
<b>DESCRIPTION OF PROJECT:</b>	The Project consists of the construction of roadway and drainage improvements to Godding Hollow Parkway between the East I-25 Frontage Road and Colorado Boulevard.	
<b>DLG Staff:</b> Don Sandoval - Regional Manager (970) 679-4501 DS                      Robert Thompson - Regional Assistant (970) 679-4503 RT		
<b>MILESTONES – Grantee shall...</b>	<b>By:</b>	<b>STATE ROLE- DLG shall...</b>
Put Project out to bid.	Within 90 days of the Effective Date of this Grant Agreement.	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.
Award and finalize subcontract(s) and/or sub-grant(s).	Within 30 days of the bid opening.	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.
Contractor mobilization.	Within 150 days of the Effective Date of this Grant Agreement.	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.
Project Completion.	June 30, 2016	Review past quarterly reports, conduct on-site monitoring, and review final report.

<p>Submit <b>quarterly progress reports</b>, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>1<sup>st</sup> Quarter 2015  2<sup>nd</sup> Quarter 2015  3<sup>rd</sup> Quarter 2015  4<sup>th</sup> Quarter 2015  1<sup>st</sup> Quarter 2016  2<sup>nd</sup> Quarter 2016</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation may consist of any/all of the following monitoring methods:</p> <p>a) on-site walk through inspections of Godding Hollow Parkway site(s) in order to determine if:</p> <p>i) the contractor has constructed an acceptable percentage of the roadway and drainage improvements as would be expected under this Grant and Exhibit B (including but not limited to construction of dedicated turn and through lanes, and culverts);</p> <p>ii) the contractor is experiencing delays;</p> <p>iii) the roadway improvements are progressing per agreed upon timeline/milestones and as would be expected under this Grant and Exhibit B (including but not limited to obtaining required approvals, use of approved materials, and testing of all elements);</p> <p>and b) question and answer sessions with the contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review.</p>	<p>(30 calendar days after each quarter):</p> <p>April 30, 2015  July 30, 2015  October 30, 2015  January 30, 2016  April 30, 2016  July 30, 2016</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p>
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Submit, at a minimum <b>quarterly</b> basis, <b>pay requests</b> and supporting documentation of expenses.	April 30, 2015 July 30, 2015 October 30, 2015 January 30, 2016 April 30, 2016 July 30, 2016	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	<b>ACHIEVED: <u>MM/DD/20YY</u></b>
Submit the <b>Project Final Report</b> to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	September 28, 2016	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	<b>ACHIEVED: <u>MM/DD/20YY</u></b>

## QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:		
<b><u>Month</u></b>	January	<b><u>Amount</u></b>
<b><u>Month</u></b>	January	<b><u>Amount</u></b>
<b><u>Month</u></b>	January	<b><u>Amount</u></b>
Were any months “zero payment” (no costs incurred) during this quarter? If so, please provide an explanation.		
What are the forecasted costs for the next quarter?		
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?		
Do you foresee any potential problems meeting the Grant Agreement completion deadline?		
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?		

## EXHIBIT G

### Form of Option Letter

Date: <span style="background-color: yellow;">          </span>	Original Grant CMS #: <span style="background-color: yellow;">          </span>	Option Letter # <span style="background-color: yellow;">          </span>	CMS Routing # <span style="background-color: yellow;">          </span>
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**1) OPTIONS:**

- a. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Line Item Adjustment (as defined in §4.4.2 of Exhibit B).
- b. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Budget Adjustment (as defined in §4.5.1 of Exhibit B).
- c. Option to issue a new Budget (§6.2 of Exhibit B) for acceptance of a True-Up Budget Proposal (as defined in §4.5.1.1 of Exhibit B).

**2) REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with §7(C)(i) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name (“Grantee”), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with §7(C)(ii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name (“Grantee”), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with §7(C)(iii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name (“Grantee”), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

**3) Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or Insert start date, whichever is later.

**STATE OF COLORADO**  
**John W. Hickenlooper GOVERNOR**  
Colorado Department of Local Affairs

By: Reeves Brown, Executive Director

Date: \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
**Robert Jaros, CPA**

By: \_\_\_\_\_  
Barbara M. Casey, Controller Delegate

Date: \_\_\_\_\_

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 15-R-7**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO, ACCEPTING  
THE ENERGY IMPACT GRANT FROM THE STATE OF COLORADO  
DEPARTMENT OF LOCAL AFFAIRS FOR THE GODDING HOLLOW/WCR 18  
IMPROVEMENTS AND AUTHORIZING THE MAYOR TO EXECUTE THE  
AGREEMENT**

**WHEREAS**, the Town of Frederick applied for and was awarded an Energy Impact Grant for improvements to Godding Hollow and WCR18; and

**WHEREAS**, the Town of Frederick accepts the grant and authorizes the Mayor to execute all documents to effectuate the grant,

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Frederick, Colorado, that:

Section 1. The Mayor is authorized to execute all documents necessary to accept the grant.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 10TH DAY OF  
FEBRUARY, 2015.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan Martinez, Town Clerk

By \_\_\_\_\_  
Tony Carey, Mayor



# TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Laura Brown, Mayor Pro Tem  
Rafer Burnham, Trustee  
Fred Skates, Trustee

Tony Carey, Mayor

Amy Schiers, Trustee  
Gavin Payne, Trustee  
Donna Hudziak, Trustee

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## TO CONSIDER RESOLUTIONS FOR GRANT APPLICATIONS FOR FLOOD REPAIR PROJECTS

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**Agenda Date:** Town Board Meeting – February 10, 2015

**Attachments:**

- a. Resolution 15R8 for Bella Rosa at NoName Creek
- b. Resolution 15R9 for Tipple Pkwy
- c. Resolution 15R10 for Countryside Pond
- d. Vicinity map showing project locations


**Finance Review:**

\_\_\_\_\_  
Finance Director

**Submitted by:**

\_\_\_\_\_  
Steve Stanish, P.E.  
Stormwater & Transportation Engineer

**Approved for Presentation:**

  
\_\_\_\_\_  
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

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**Summary Statement:**

The Town has been notified that additional grant funds for flood repairs are being made available through a second round of CDBG-DR Funding. Staff is proposing to submit applications for grants for three projects that are not now funded. The attached resolutions are required to indicate that there are no local funds now available to complete the respective projects.

**Detail of Issue/Request:**

Town staff is in the process of completing a Notice of Intent for CDBG-DR Funding for each of the following projects:

1. Bella Rosa at NoName Creek- This would be a drainage improvement to put in Phase 2 of the ultimate box culvert structure underneath the road.

**Built on What Matters.**

2. Tipple Pkwy west of Silver Birch Blvd – This would be to replace the culvert that was washed out with the 100-year drainage structure and improve the road to asphalt in the area.

3. Countryside Pond HOA – This is a project that we are submitting on behalf of the Countryside Homeowners Association to fix their detention pond that breached during the September 2013 flood.

It is a requirement that the Town Board approve resolutions indicating that there are insufficient funds to complete the projects noted above in order to qualify for the CDBG-DR grants. The Finance Department has reviewed the budget and condition of the Town's various funds and determined that the Town does not have the ability to fund these projects now or in the near future.

**Legal/Political Considerations:**

The attached resolutions were prepared by the Town Attorney.

**Alternatives/Options:**

If grant funding is not acquired the Town will have to build up the funds in the Storm Water Enterprise Fund and the Street & Alley Fund over the coming years before these improvements can be completed.

**Financial Considerations:**

The Town does not have the funds required to complete the improvements needed to prevent recurring damage from flooding as was experienced during the September 2013 flood event.

**Staff Recommendation:**

Staff recommends that the Board approve the attached resolutions.

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 15R8**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,  
AUTHORIZING THE TOWN OF FREDERICK TO REQUEST FUNDING FOR  
THE BELLA ROSA AT NONAME CREEK DRAINAGE IMPROVEMENT  
PROJECT THROUGH THE STATE OF COLORADO DEVELOPMENT BLOCK  
GRANTS PROGRAM FOR PUBLIC FACILITIES AND COMMUNITY  
DEVELOPMENT PROJECTS.**

**WHEREAS**, the goal of the Colorado CDBG program is to be responsive, attentive and solutions-oriented by providing financial resources to local governments and communities throughout Colorado to achieve community development that is revitalizing and sustainable; and

**WHEREAS**, the Town of Frederick experienced substantial damage to the Town's infrastructure as a result of the September 2013 flooding; and

**WHEREAS**, the total budget for all funds for the Town of Frederick for the 2015 fiscal year is \$22,006,817; and

**WHEREAS**, the fund that is responsible for the scope of work detailed in the grant is an enterprise fund; and

**WHEREAS**, enterprise funds must be self-sustaining and are limited in the amount of subsidy that the State of Colorado or the local municipality can provide; and

**WHEREAS**, in this case, the Storm Water Fund is responsible to fund the projects detailed in the application and as an enterprise fund it must keep local and state grant funding to less than 10% of the total funds received; and

**WHEREAS**, the total approved budget for the Storm Water Fund for the 2015 fiscal year is \$2,449,377; and

**WHEREAS**, the flooding in September 2013 caused substantial damage to Town infrastructure and has put the Town in a position where it is not able to fund the necessary repairs/reconstruction out of the enterprise fund that it has available for that purpose;

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:**

**Section 1.** The Board of Trustees of the Town of Frederick hereby approves and authorizes an application to the Colorado Department of Local Affairs for a grant in the amount of \$1,558,494.00 for the Bella Rosa at NoName Creek Drainage Improvement and authorizes the Mayor to execute the application and all other documents related to the Bella Rosa at NoName Creek Drainage Improvement project.

**Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 3. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of any resolution nor



revive any resolution thereby.

**Section 4. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND SIGNED THIS 10TH DAY OF FEBRUARY, 2015.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan Martinez, Town Clerk

By \_\_\_\_\_  
Tony Carey, Mayor

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 15R9**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,  
AUTHORIZING THE TOWN OF FREDERICK TO REQUEST FUNDING FOR  
THE TIPPLE PARKWAY DRAINAGE IMPROVEMENT PROJECT THROUGH  
THE STATE OF COLORADO DEVELOPMENT BLOCK GRANTS PROGRAM  
FOR PUBLIC FACILITIES AND COMMUNITY DEVELOPMENT PROJECTS.**

**WHEREAS**, the goal of the Colorado CDBG program is to be responsive, attentive and solutions-oriented by providing financial resources to local governments and communities throughout Colorado to achieve community development that is revitalizing and sustainable; and

**WHEREAS**, the Town of Frederick experienced substantial damage to the Town's infrastructure as a result of the September 2013 flooding; and

**WHEREAS**, the total budget for all funds for the Town of Frederick for the 2015 fiscal year is \$22,006,817; and

**WHEREAS**, the fund that is responsible for the scope of work detailed in the grant is an enterprise fund; and

**WHEREAS**, enterprise funds must be self-sustaining and are limited in the amount of subsidy that the State of Colorado or the local municipality can provide; and

**WHEREAS**, in this case, the Storm Water Fund is responsible to fund the projects detailed in the application and as an enterprise fund it must keep local and state grant funding to less than 10% of the total funds received; and

**WHEREAS**, the total approved budget for the Storm Water Fund for the 2015 fiscal year is \$2,449,377; and

**WHEREAS**, the flooding in September 2013 caused substantial damage to Town infrastructure and has put the Town in a position where it is not able to fund the necessary repairs/reconstruction out of the enterprise fund that it has available for that purpose;

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:**

**Section 1.** The Board of Trustees of the Town of Frederick hereby approves and authorizes an application to the Colorado Department of Local Affairs for a grant in the amount of \$1,093,606.00 for the Tipple Parkway Drainage Improvement and authorizes the Mayor to execute the application and all other documents related to the Tipple Parkway Drainage Improvement project.

**Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 3. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of any resolution nor revive any resolution thereby.

**Section 4. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND SIGNED THIS 10TH DAY OF FEBRUARY, 2015.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan Martinez, Town Clerk

By \_\_\_\_\_  
Tony Carey, Mayor

**TOWN OF FREDERICK, COLORADO  
RESOLUTION NO. 15R10**

**A RESOLUTION OF THE TOWN OF FREDERICK, COLORADO,  
AUTHORIZING THE TOWN OF FREDERICK TO REQUEST FUNDING FOR  
THE COUNTRYSIDE DETENTION POND DRAINAGE IMPROVEMENT  
PROJECT THROUGH THE STATE OF COLORADO DEVELOPMENT BLOCK  
GRANTS PROGRAM FOR PUBLIC FACILITIES AND COMMUNITY  
DEVELOPMENT PROJECTS.**

**WHEREAS**, the goal of the Colorado CDBG program is to be responsive, attentive and solutions-oriented by providing financial resources to local governments and communities throughout Colorado to achieve community development that is revitalizing and sustainable; and

**WHEREAS**, the Town of Frederick experienced substantial damage to the Town's infrastructure as a result of the September 2013 flooding; and

**WHEREAS**, the total budget for all funds for the Town of Frederick for the 2015 fiscal year is \$22,006,817; and

**WHEREAS**, the fund that is responsible for the scope of work detailed in the grant is an enterprise fund; and

**WHEREAS**, enterprise funds must be self-sustaining and are limited in the amount of subsidy that the State of Colorado or the local municipality can provide; and

**WHEREAS**, in this case, the Storm Water Fund is responsible to fund the projects detailed in the application and as an enterprise fund it must keep local and state grant funding to less than 10% of the total funds received; and

**WHEREAS**, the total approved budget for the Storm Water Fund for the 2015 fiscal year is \$2,449,377; and

**WHEREAS**, the flooding in September 2013 caused substantial damage to Town infrastructure and has put the Town in a position where it is not able to fund the necessary repairs/reconstruction out of the enterprise fund that it has available for that purpose;

**BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FREDERICK, COLORADO, AS FOLLOWS:**

**Section 1.** The Board of Trustees of the Town of Frederick hereby approves and authorizes an application to the Colorado Department of Local Affairs for a grant in the amount of \$160,000.00 for the Countryside Detention Pond Drainage Improvement and authorizes the Mayor to execute the application and all other documents related to the Countryside Detention Pond Drainage Improvement project.

**Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 3. Repealer.** All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of any resolution nor

revive any resolution thereby.

**Section 4. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND SIGNED THIS 10TH DAY OF FEBRUARY, 2015.**

**ATTEST:**

**TOWN OF FREDERICK**

By \_\_\_\_\_  
Meghan Martinez, Town Clerk

By \_\_\_\_\_  
Tony Carey, Mayor



# TOWN OF FREDERICK BOARD OF TRUSTEES ACTION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem  
Rafer Burnham, Trustee  
Fred Skates, Trustee

Amy Schiers, Trustee  
Gavin Payne, Trustee  
Donna Hudziak, Trustee

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## Consideration of a Contract with CJ Rench and CJR Design Studio for “Caught Up”

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**Agenda Date:** Town Board Meeting – February 10, 2015

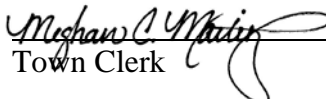
**Attachments:**

- a. February 2, 2015 Draft Arts Commission Minutes
- b. “Caught Up”

**Finance Review:**

\_\_\_\_\_  
Finance Director

**Submitted by:**

  
\_\_\_\_\_  
Town Clerk

**Approved for Presentation:**

  
\_\_\_\_\_  
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

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### **Summary Statement:**

The Frederick Arts Commission considered a proposal from CJR Design Studio to obtain “Caught Up.” The Arts Commission is recommending approval of a 1-year installation of “Caught Up.”

### **Detail of Issue/Request:**

The Arts Commission was approached regarding a proposal for placement of “Caught Up” within the Town of Frederick. The commission voted unanimously to recommend to the Board of Trustees that the Town obtain “Caught Up” for a period of 1-year. The cost for a 1-year installation is \$1,200.00 plus a \$200.00 transportation fee for a total project cost of \$1,400.00.

The commission is requesting approval of a contract with CJR Design Studio for a 1-year installation of “Caught Up”

The proposed contract and resolution will be provided prior to the meeting.

**Built on What Matters.**

**Legal/Political Considerations:**

**Alternatives/Options:**

The Board may choose to approve the resolution or not.

**Financial Considerations:**

If the Board of Trustees approves this project, the Public Art Fund would require a budget amendment to account for the purchase. A resolution authorizing a supplemental budget appropriation will be considered at the next regular Board meeting if the Board chooses to move forward with the project.

**Staff Recommendation:**

The Arts Commission recommends approval of a contract with CJ Rench and CJR Design Studio for a 1-year installation of “Caught Up.”

MINUTES  
TOWN OF FREDERICK  
Town Hall, 401 Locust Street  
Monday, February 2, 2015  
5:00 p.m.

At 5:00 Chairperson Brown called the meeting to order.

Attendance: Chairperson Laura Brown and Commissioners Mike Hattel, Rafer Burnham, and Tami Showers. Commissioner Shelly Guenther appeared by telephone. Commissioners Liberta Hattel, Karen Kress, and Kimberly Mendoza-Cooke were not present. Also present were Town Clerk Meghan Martinez, Events Coordinator Brooke Cunningham, and Planning Director Jennifer Simmons.

**Utility Box Painting:** Commissioner Showers discussed the meeting of the sub-committee. She provided a draft submission form. They would like the program to start in May or earlier. The committee felt the commission should provide a box of some sort for the artist to submit their design on. They still need additional information on inventory of boxes to be painted and how delivery or pickup of the boxes will be facilitated. Clerk Martinez will provide the commission with a map of the Frederick Power and Light service area so the commission may begin to identify boxes for painting.

**Calendar Debrief:** Commissioner Burnham asked for information on how the calendar process went. Events Coordinator Brooke Cunningham explained some of the challenges and answered questions related to image verification.

**Grape Crusher Unveiling:** This item was included in the discussion of the FRA West Orchard Item.

**FRA West Orchard:** Planning Director Jennifer Simmons discussed the option of adding the grape crusher to the proposed FRA West Orchard Park. There was much discussion of whether the grape crusher was the right piece to place in that area. Motion by Commissioner Burnham and seconded by Commissioner Showers to partner with the Town on the GOCO grant to place a piece of artwork in the next phase of FRA. Upon vote, motion passed unanimously.

**Weld County Genealogical Society Miners Wall Request:** Town Clerk Meghan Martinez discussed the request from Jackie Glavinik for an article about the Miners Memorial Wall. She presented a proposed application for placement of a name on the wall. Clerk Martinez will meet with Commissioners Mike Hattel and Liberta Hattel to complete the article for the Genealogical Society. She will also send out the application for review by the Commission.

**CJR Design Studio Art Piece:** Town Clerk Martinez discussed the opportunity to obtain "Caught Up" from CJR Design Studio. The studio provided many options for the commission to consider. The piece is currently located in Breckenridge, Colorado. Motion by Commissioner Burnham and seconded by Commissioner Hattel to recommend a 1-year installation of the piece. Upon vote, motion passed unanimously.



**Wood Carvings:** Chairperson Brown requested additional information about the status of placement of the 2014 Frederick in Flight carvings. Town Clerk Martinez suggested she set up a meeting with Chairperson Brown and Public Works Director Rory Hale to finalize the details of placement of the remaining pieces.

There being no further business of the Arts Commission, Chairperson Brown adjourned the meeting at 6:40 p.m.

Approved by the Frederick Arts Commission

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Laura Brown, Chairperson

Attest:

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Meghan Martinez, Town Clerk





# TOWN OF FREDERICK BOARD OF TRUSTEES DISCUSSION MEMORANDUM

Tony Carey, Mayor

Laura Brown, Mayor Pro Tem  
Rafer Burnham, Trustee  
Fred Skates, Trustee

Amy Schiers, Trustee  
Gavin Payne, Trustee  
Donna Hudziak, Trustee

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## Discussion: Agreement with Black Fox CMGC, LLC

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**Agenda Date:** Town Board Meeting - February 10, 2015

**Attachments:** N/A

**Finance Review:**

\_\_\_\_\_  
Finance Director

**Submitted by:**

  
\_\_\_\_\_  
Town Manager

**Approved for Presentation:**

  
\_\_\_\_\_  
Town Manager

☐ Quasi-Judicial

☐ Legislative

☒ Administrative

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**Detail of Issue/Request:**

During the last board meeting held on January 27, 2015, the Town Board was presented with an item regarding consideration of a request for assistance by the Town of Frederick for Blackfox CMGC, LLC. Black was making a request for financial assistance related to demolition of the structure located at 206 5<sup>th</sup> Street. At the meeting staff was directed to develop an agreement to make this happen. Since this meeting, we have been working diligently with Black Fox CMGC, LLC, to develop an agreement that would benefit both parties and contribute to our focused efforts on revitalizing the downtown. The best option that we have identified at this point would be the development of an Urban Renewal Plan with a Redevelopment Agreement. Our hope is that we would have this agreement in place to you around the first meeting in March at the latest.

The intent of this discussion is to make sure that the Town staff is moving in the right direction and that we are not over stepping the expectations or the parameters that were set by the Board. With this in mind some of the terms of the agreement that we are looking at and establishing within the Urban Renewal Plan and Redevelopment Agreement would be such that financial benefits and incentives can be realized by both parties. Generically those terms will be as follows:

**Built on What Matters.**

The Town would recover costs related to:

1. Demolition costs.
2. 50% of attorney costs.

Developer would be able to recover cost related to:

1. Water and fire suppression tapping service installation costs.
2. Electric service upgrade and insulation costs.
3. Other utility service connections for the facility.
4. Costs associated with installation of either side walks or parking areas.
5. Any landscaping to the area of the buildings exterior.
6. 50% of attorney costs.

The general terms would require:

1. They complete construction within 3 years with a permit in no more than 2 years.
2. The business must be sales tax generating.
3. The Town is first in line on demolition cost recovery.
4. Should construction not be completed within 3 years the developer pays the Town back for its total cost incurred within 5 years after the predetermined 3 year construction completion date.

The staff at this time is looking for consensus that we are heading in the right direction before incurring a substantial amount of time and cost. Alternatively, if you would prefer that we scale back the scope of the agreement that would be beneficial to know too. As a final note, I spoke with representatives from Blackfox, CMGC, LLC and they are out of town for the meeting this evening on February 10, 2015.



February 9, 2015

Attn: Matt LeCerf

Town of Frederick

401 Locust Street

Frederick, CO 80530

### **DEMOLITION REQUEST**

Dear Matt:

Please include this letter in the packet for the Board of Trustees.

I want to express our gratitude for the opportunity to work together towards further Downtown revitalization. After the last meeting and as a result of the support from the Board of Trustees we elected to move forward with the closing of 206 5<sup>th</sup> street as a first step towards accomplishing this goal. I wanted to apologize in advance for my absence at tonight's meeting. Through a round about way I was able to connect the Georgia Boys with the "Johnny Carrabba", who has invited us to spend a few days with him for the purpose of lending some wisdom to us relating to long-term successful operation inside the restaurant business. The meeting is important to me, however this was previously scheduled and a rare opportunity that a young entrepreneur shouldn't miss! I will make sure that I let him know how great Frederick is! I will look forward to hearing how the meeting goes. If any of you have any questions please feel free to give me a call at 303.902.5302. I can make myself available before during and after the meeting. Have a great week.

Sincerely,

Jason Hepp –Blackfox CMGC, LLC